

NEW MILFORD BOARD OF EDUCATION
145 MADISON AVENUE, NEW MILFORD, NJ 07646

ATTN: Business Office

PHONE: (201) 261-2952

FAX: (201) 261-8018

APPLICATION FOR USE OF SCHOOL FACILITY

IMPORTANT: Read the application in its entirety before completing. The organization or individual applying for the use of New Milford Public School District's facilities shall be referred to as the "Licensee" and the New Milford Board of Education shall be referred to as the "Licensor". ALL PAGES MUST BE COMPLETED PRIOR TO SUBMISSION FOR APPROVAL

Application for use of the buildings or grounds must be presented to the School Office. Upon school office approval, the school office will send application to the business office for approval. If a fee is charged, payment must be made in full with check payable to the New Milford Board of Education prior to the use of school facility.

Date: _____ To: _____ SCHOOL OFFICE

SCHOOL FACILITY:

Auditorium _____
 Cafeteria _____
 Library _____
 Classroom _____
 Gym _____
 Field _____
 Other: _____

EQUIPMENT:

Chairs # _____
 Tables # _____
 P.A. System/Microphone _____
 Stage _____
 Piano _____
 Other: _____

NON-EXEMPT USER FEES:

HS Auditorium \$500
 Gym/Cafeteria \$500
 All Purpose Room \$400
 School Library \$350
 School Field \$300
 School Classroom \$100

Date (s) requested: _____ Hours: _____ AM/PM to _____ AM/PM
 (Please include Preparation and clean-up time)

This application is made for the purpose of: _____

Name of person supervising the activity: _____

Organization: _____

Address: _____

Phone #: _____

Email: _____

Will there be guests/invitees? Yes No If yes, estimated number: _____

Will an admission fee be charged? Yes No If yes, for what purpose will funds be used for? _____

I have read the rules and regulations and agree to the conditions set forth, and I am submitting this application to the SCHOOL OFFICE for approval.

APPLICANT PRINT NAME: _____ APPLICANT SIGNATURE: _____

FOR BUSINESS OFFICE USE ONLY

BUILDING PRINCIPAL SIGNATURE	BUSINESS ADMINISTRATOR SIGNATURE
ATHLETIC DIRECTOR SIGNATURE <i>(If request is for field or gym use)</i>	Request Granted <input type="checkbox"/> Request Denied <input type="checkbox"/>
BUILDINGS & GROUNDS SIGNATURE	Rental Fee \$ _____ Custodial Fee \$ _____

Applicant Copy _____ Building Principal Copy _____ Building Custodian Copy _____ Office Copy _____

RULES & REGULATIONS GOVERNING USE OF NEW MILFORD BOARD OF EDUCATION BUILDING AND GROUNDS

REQUIREMENTS – All items must be furnished to the Business Office prior to any activities taking place:

- 1) Insurance Certificate 2) Hold Harmess Agreement 3) Signed Application for Use of Facility 4) Concussions & Head Injuries Compliance (If applicable)

- ❖ IF DIFFERENT FACILITIES ARE REQUIRED FOR ANY DATE, SEPARATE APPLICATIONS MUST BE SUBMITTED FOR THAT DATE. IF DATES ARE CANCELED OR CHANGED, THE SCHOOL OFFICE MUST BE NOTIFIED NO LESS THAN FIVE DAYS IN ADVANCE.
- ❖ ALL REQUESTS FOR THE USE OF SCHOOL FACILITIES SHALL BE IN COMPLIANCE WITH NEW MILFORD BOARD OF EDUCATION POLICIES AND REGULATIONS.
- ❖ USE OR POSSESSION OF ALCOHOLIC BEVERAGES ON SCHOOL PROPERTY IS PROHIBITED.
- ❖ SMOKING IS NOT PERMITTED ANYWHERE IN THE BUILDINGS OR ON THE GROUNDS.
- ❖ THIS PERMIT DOES NOT ALLOW THE USE OF ANY SUPPLIES, APPARATUS, TOOLS, OR ROOMS NOT SPECIFIED ON THE APPLICATION.
- ❖ ACCIDENTS OR INCIDENTS MUST BE REPORTED IN WRITING TO THE BOARD SECRETARY BY THE PERSON SUPERVISING THE ACTIVITY ON THE NEXT SCHOOL DAY FOLLOWING THE INCIDENT / ACCIDENT.
- ❖ THE CUSTODIAN ON DUTY SHALL BE IN COMPLETE CHARGE OF SCHOOL FACILITIES.
- ❖ SCHOOL FUNCTIONS / ACTIVITIES TAKE PRIORITY OVER ALL OTHERS.
- ❖ A 10:00 P.M. CURFEW WILL APPLY ON ALL ACTIVITIES UNLESS OTHERWISE SPECIFICALLY GRANTED BY THE BOARD OF EDUCATION.
- ❖ MEETING WITH MORE THAN 100 PEOPLE IN ATTENDANCE MAY REQUIRE POLICE AND FIRE PROTECTION. IT IS THE RESPONSIBILITY OF THE REQUESTING ORGANIZATION TO MAKE THE NECESSARY ARRANGEMENTS WITH THE POLICE OR FIRE DEPARTMENTS. ALL GROUPS MUST ABIDE BY FIRE DRILL PROCEDURES AND ADHERE TO ALL FIRE DEPARTMENT REGULATIONS.
- ❖ PERMISSION WILL NOT BE GIVEN TO ANY ORGANIZATION OR GROUP WHOSE MEMBERS ARE UNDER 21 YEARS OF AGE UNLESS THERE WILL BE PRESENT AT LEAST ONE SPONSORING NEW MILFORD RESIDENT ADULT (OVER 21 YEARS OF AGE). THE NUMBER OF ADULT CHAPERONES SHOULD BE ADEQUATE TO SUPERVISE THE ACTIVITIES OR FUNCTION.

If this application is granted, Licensee agrees to:

1. Assume all liability for and agrees to indemnify and hold the Licensor, its respective members, agents, contractors, servants, employees, volunteers, licensees or invitees, harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with any acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees related to its use of the Licensor's facilities, including but not limited to, the Licensee's use of any portable equipment. In the event that an action or proceeding is brought against the Licensor by reason of any such claim, the Licensee, upon notice from the Licensor, covenants to resist or defend, at Licensee's expense such action or proceeding by counsel reasonably satisfactory to the Licensor.
 - a. Additionally, Licensee acknowledges that a novel viral infection has resulted in a pandemic throughout the United States, and hereby agrees to ensure that its members, agents, contractors, servants, employees, volunteers, and invitees comply with and follow the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (CDC) and the State of New Jersey prior to and during the use of the facility. Licensee agrees to immediately notify the Licensor if any of its members, agents, contractors, servants, or employees who are anticipated to be present in the facility or have been present during Licensee's use of the facility are known to have tested positive for or been exposed to coronavirus, or any other epidemic, and further agrees to indemnify and hold harmless the Licensor, its respective members, agents, contractors, servants, or employees harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with any alleged exposure or infection of coronavirus or any other epidemic as a result of any acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees as it relates to Licensee's use of the facility.
2. Assume full responsibility for Bodily Injury and Property Damage incurred as a result of the acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees. The Licensee must present an insurance certificate guaranteeing proper liability coverage of at least a Combined Single Limit of \$1,000,000 per person/per occurrence against any liability for bodily injury and property damage. The Licensor shall be named as an additional insured on such insurance policy. A copy of the necessary insurance policy must be presented to the Licensor, upon request, prior to the Licensee's use of the facilities.
3. Assume responsibility for preserving orders in said school during its use of the facilities, for all fees in connection with the Licensee's use of the facilities, including when necessary, custodial fees.
4. The Licensee agrees to pre-inspect the facilities for which use is being requested, and agrees to notify the Licensor of any defects, damages, or areas of concern prior to using the facilities. The Licensee agrees not to use the facility should a dangerous condition exist. If the Licensee fails to conduct a pre-inspection and/or fails to notify the Licensor of any damage to the facility being used, the Licensee shall be responsible for any damage found to the facility after such use
5. Observe and adhere to all of the Licensor's rules and regulations governing the use of the Licensor's facilities as set forth in the Licensor's policies and regulations. The foregoing policies and regulations are as much a part of this application and agreement as if they were attached hereto. Additional copies of said policies and regulations may be obtained at the Licensor's Business Office. Any violation of these terms and conditions may result in the immediate expulsion of the Licensee from the Licensor's facilities.
6. If school is closed due to inclement weather, Licensee's event/function shall be cancelled.
7. If the Licensee is a "youth sports team organization," as that term is defined by N.J.S.A. 18A:40-41.5(b), the Licensee shall provide the Licensor with a statement of compliance with the Licensor's Policy No. 2431.4 "Concussion Testing and Return to-Play" for the management of concussions and other head injuries. As defined in N.J.S.A. 18A:40-41.5(b) a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation department.
8. If the Licensee is a "youth sports team organization," the Licensee shall provide the Licensor with a copy of their insurance certificate, guaranteeing proper accident coverage for the participants.
9. Pursuant to N.J.S.A. 18A:40-41a and N.J.S.A. 2A:62A-27, the Licensor, its employees, agents, and servants shall not be liable for the injury or death of a person arising from the presence of and access to an AED, as well as the action or inaction of the Licensee or any of the Licensee's members, agents, contractors, servants, employees, volunteers, licensees or invitees.
10. The Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees hereby acknowledge that the requirements of N.J.S.A. 18A:40-41a-c concerning automated extended defibrillators apply to school-sponsored athletic events or team practices in which students of the district participate.
11. Pursuant to N.J.S.A. 18A:40-41.5, the Licensor shall not be liable for the injury or death of a person due to the action or inaction of the Licensee or any of the Licensee's members, agents, contractors, servants, employees, volunteers, licensees, or invitees.
12. All charges for the use of school facilities shall be paid prior to the scheduled use. Permission will be withdrawn from any use that is not paid in advance, except as expressly exempted by the Superintendent of Schools.
13. Any requested changes or modifications in this application and agreement for the use of facilities must be made in writing by the Licensee and approved by the Licensor at least three (3) days in advance of the date scheduled for the use of facilities.
14. I have received, read and hereby represent that the Licensee shall comply with any and all of the Licensor's rules, policies, and regulations, including Board Policy and Regulation.
15. The Licensee has provided the aforementioned required certificates of insurance to the Licensor.

If this application is granted, the signatory, on behalf of the organization which he/she represents, agrees to leave the room in a clean and tidy condition, and to assume full liability for any loss or damage to property. The organization accepts full responsibility for the preservation of order in the building, and full responsibility for the proper observance of the regulations stipulated on this form.

Insurance Certificate Requirements

A certificate of insurance must indicate the following: Minimum protection limits of \$1,000,000 each occurrence, \$1,000,000 aggregate bodily injury liability and \$25,000 property damage liability.

Hold Harmless Agreement

The _____ does hereby release the New Milford Board of Education from all
(Name of Organization or Individual)

liability by reason of injuries sustained by any person now, or hereafter; they further covenant and agree to save and hold harmless the Board of Education of the Borough of New Milford, its agents, servants and administrators from any and all liability arising out of the use of said premises or property.

Management of Concussions and Other Head Injuries Compliance

The _____ does hereby certify that it is in compliance with the New Milford
(Name of Organization or Individual)

Board of Education Policy 2431.4 "Concussion Testing and Return-to-Play."

SIGNATURE